

AGREEMENT

between

THE GENERAL CONTRACTORS' ASSOCIATION  
OF PITTSFIELD, MASSACHUSETTS

and the

MASSACHUSETTS and NORTHERN NEW ENGLAND LABORERS'  
DISTRICT COUNCIL

in behalf of

LOCAL UNION 473, PITTSFIELD, MASSACHUSETTS

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
AFL-CIO



Effective June 1, 2015 through May 31, 2017

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## **AGREEMENT**

This AGREEMENT made and entered into this 1st day of June, 2015, by and between the GENERAL CONTRACTOR'S ASSOCIATION OF PITTSFIELD, MASSACHUSETTS organized and existing under the laws of the Commonwealth of Massachusetts, referred to hereinafter as the "ASSOCIATION", acting for and in behalf of and under the authority of its members whose names appear on Schedule I, attached hereto, and any other member joining said Association during the term of this Agreement it is authorized and has agreed to represent and such other Building Contractors who execute an Acceptance of the Terms and Provisions of this Agreement, hereinafter referred to as the "EMPLOYER", and the Massachusetts and Northern New England Laborers' District Council, hereinafter referred to as the "UNION/COUNCIL", acting for and in behalf of Local Union 473, Pittsfield, Massachusetts, hereinafter referred to as the "LOCAL UNION". Also, Any employer to this Agreement agrees to abide by the so-called Building & Site Agreements entered into by and between the Construction Industry Association of Western Massachusetts, Inc. and Local Union 596, Holyoke, Massachusetts and Local Union 999, Springfield Massachusetts, and by and between the Labor Relations Division of the Associated General Contractors of Eastern Massachusetts, Inc. and Massachusetts and Northern New England Laborers' District Council whenever such employer performs work covered by those Agreements.

## **PREAMBLE**

This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employers and Employees; to provide, insofar as possible, for the continuous employment of labor and to bring about stable conditions in the industry, and to establish necessary procedure for the amicable adjustment of all disputes which may arise between Employers and Employees.

## **DECLARATION OF PRINCIPLES**

There shall be no discrimination against any work person by reason of race, creed, color, sex, age or national origin. The Employer shall abide by the Federal Williams-Steiger Occupational Safety and Health Act, the Environmental Protection Act, and the laws and regulations administered by the Massachusetts Department of Environmental Quality Engineering pertaining to Asbestos Removal.

## **ARTICLE I**

### **TERRITORIAL JURISDICTION**

The territory covered by this Agreement is as follows: Ashfield, New Ashford, Alford, Monterey, Adams, Becket, Buckland, Charlemont, Cheshire, Chesterfield, Clarksburg, Cummington, Dalton, Egremont, Florida, Great Barrington, Goshen, Hawley, Heath, Hinsdale, Lanesboro, Lee, Lenox, Monroe, Mt. Washington, New Marlboro, North Adams, Otis, Peru, Pittsfield, Plainfield, Richmond, Rowe, Sandisfield, Savoy, Sheffield, Stockbridge, Tyringham, Washington, Windsor, West Stockbridge, Williamstown, Worthington, Middlefield, Hancock, all in Massachusetts. In the State of Vermont, Bennington and Windham Counties.

## **ARTICLE II**

### **UNION RECOGNITION, UNION SECURITY, EMPLOYMENT OF LABORERS AND SUBCONTRACTORS**

***Section 1.*** The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor-Management Relations Act of 1947, as amended. The Employer will bargain in good faith with respect to renewal or extension of the current or any subsequent collective bargaining agreement.

***Section 2.*** Inasmuch as the Employer is satisfied that the Union represents a majority of its employees in the bargaining unit described herein, the Employer recognizes the Union as the exclusive bargaining agent under Section 9(a) of the National Labor Relations Act for all employees within the bargaining unit on all present and future job sites within the jurisdiction of the Union, unless and until such time as the Union loses its status as the employees' exclusive representative as the result of an NLRB election requested by the employees. The Employer agrees that it will not request an NLRB election and expressly waives any right it may have to do so. If the Union has not yet submitted a determination of its majority support, the Employer agrees that, upon the Union's presentation of evidence of majority status among its employees in the bargaining unit described herein, it will voluntarily recognize the Union as the exclusive bargaining agent for all employees within the bargaining unit on all present and future job sites within the jurisdiction of the Union. The Employer expressly waives any right it has to condition its recognition of the Union upon the Union's certification by the NLRB as the employees' bargaining representative following the NLRB election.

**Section 3.** All present employees who are members of the Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular monthly dues as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter for work in the classifications specified herein shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the eighth (8th) day following the execution of this Agreement or the date of employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement.

**Section 4.** Upon receipt of written notice from the Union, the Employer shall discharge any employee who fails to become or is not a member of the Union on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. The Union agrees to indemnify, defend and hold the Employer harmless from any claim arising from any such discharge.

**Section 5.** "Membership in "good standing", as referred to herein, means the tender or payment of initiation fees and dues to the Union.

**Section 6.** Should the present Federal Law be amended during the term of this Agreement to allow compulsory membership in the Union on the date of employment, or on any period less than eight (8) days from the commencement of employment, this clause is hereby automatically changed to include such amendments as of the effective date of the law.

**Section 7.**

- a) The Employer recognizes that the Local Union having jurisdiction over the area is the established and prime source of skilled and dependable labor, necessary and required to perform the kind of work covered within the Laborers' jurisdiction and that the Local Union is ready, willing and able to furnish workmen to perform the work covered by this Agreement.
- b) The Employer reserves and shall have the right to rehire any employee who has been an employee of the company, provided said employee has worked for the Employer during the period of four (4) months preceding the date of hiring. A fair percentage of the employees on the job shall be from the

same Local Union which has territorial jurisdiction where the job is located. The Employer shall furnish the Union, upon request, the name, address and social security number of said employees.

- c) When the Employer has exhausted the rehiring of former employees, as stated in Section 7(b) above, then the Employer must inform the Union office of all work opportunities and openings. The Union shall be given the first opportunity to refer applicants for such employment openings.
- d) The Employer reserves and shall have the right to accept or reject any applicants referred by the Local Union. The Employer reserves and shall have the right to transfer Laborers to any job site in the jurisdiction area of the Local Union.
- e) The Employer, in requesting referrals, shall specify to the Local Union:
  - 1) the number of employees required;
  - 2) location of the project;
  - 3) the nature and type of construction involved;
  - 4) the work to be performed, and
  - 5) such other information as is deemed essential by the Employer in order to enable the Union to make proper referral of applicants.
- f) Selection of applicants for referral to jobs shall be on a non-discriminatory basis.
- g) In the event that the Union is unable to fill the requisition of the above Employer for employees within a twenty-four (24) hour period, excluding Saturdays, Sundays and holidays, after such requisition is made by Employer, the Employer may employ applicants directly at the job site.
- h) When an Employer requests a certain number of laborers through the Union office and these laborers appear on the job site for work, at the time requested, ready for work and with a card from the Union office showing that they came to fill the request, then they must be put to work or paid not less than four (4) hours time, unless prevented from working on

account of bad weather or conditions which could not have been reasonably anticipated by the Employer.

- i) The Employer agrees that prior to commencing any work covered by this Agreement in an area where the Employer has not previously worked within the last six (6) months, it shall immediately notify the appropriate Local Union having jurisdiction over such work and shall schedule and conduct a pre-job conference for such work with the Local Union.

**Section 8. SUBCONTRACTING** - The Employer agrees that the wages, hours and working conditions, including contributions to the Health and Welfare, Pension, Annuity, New England Laborers' Labor-Management Cooperation Trust, Training, Legal Services and New England Health & Safety Funds provided by this Agreement shall encompass the entire work covered by this Agreement, thereby applying equally to any subcontract let by the Employer on work covered by this Agreement at the site of any job.

The Employer further agrees to refrain from doing business with any subcontractor for work, covered by this Agreement, to be done at the site of a construction project, except where such subcontractor subscribes and agrees in writing to be bound by this Agreement, and complies with all of the terms and conditions of this Agreement.

This Section 8 shall not apply to file bidders on projects that carry file sub-bidders and to vendors furnishing material solely or to any person furnishing trucking or transportation.

**Section 9.** If any provision of this Agreement is in conflict with the laws or regulations of the United States, the Commonwealth of Massachusetts and the State of Vermont, such provision shall be superseded by such law or regulation, but all other provisions of this Agreement shall continue in full force and effect, provided that in no case shall wage rates be paid which are lower than those set out in this agreement.

### **ARTICLE III**

### **HOURS - CLASSIFICATIONS**

**Section 1.** For the purpose of this paragraph, residential wood frame construction is defined to include all new work in connection with construction of all residential units such as single unit dwellings, duplexes, town houses, and walk-up apartments which do not exceed four stories in height including a basement. This definition shall also cover the receiving, fastening and putting in place of modular residential units, when used in construction, as described above, regardless of the material utilized, to construct modular units including, but not limited to wood, or plastic.

On all new residential wood frame construction, as defined above, and during any work week in which hours of production are lost due to inclement weather, the Contractor, after notifying the Union, may work the Saturday following the Friday of the regular work week, in which the inclement weather occurs, at straight time to make up the forty (40) hour work week. It is understood and agreed that no employee is required to work make-up time and shall not be subject to discharge or any other discipline for refusing such work.

**Section 2.** The Laborers engaged in the repair and maintenance of atomic power plants or atomic laboratory sections of nuclear facilities in Massachusetts and in the Counties of Bennington and Windham in the State of Vermont have a new and separate classification calling for its own rate, which under the terms of the current Agreement will be the regular Massachusetts Laborers' Rate.

**Section 3.** The rate to be paid for intermediate classifications shall be as follows: The amounts indicated shall be the amounts to be paid per hour, over and above the basic wage rate referred to above:

|   |        |
|---|--------|
| Asphalt Rakers, Carbide Core Driller Operators,<br>Chain Saw Operators, Pipelayers, Jackhammer and<br>Paving Breaker Operators, Barco-type Jumping<br>Tampers, Laser Beam Operators, Concrete Pump<br>Operators, Mortar Mixers, Ride-on<br>Motorized Buggy Operators and Fence and Beam<br>Rail Erectors..... | \$0.25 |
| Precast Floor and Roof Plant Erectors, Sign<br>Erectors and Asbestos Removers.....  | \$0.75 |

|  |        |
|--|--------|
| Air Track Operators, Block Pavers, Rammers and Curb Setters.....             | \$0.75 |
| Powdermen and Blasters.....  | \$1.00 |
| Operation of Lull. Minimum 8 hours per day.....                              | \$1.00 |
| Mason Tender.....6/01/03 \$0.75....6/01/04...\$1.00.....6/01/06..\$2.00      |        |
| Mason Tender/Lull.....6/01/03 \$1.75....6/01/04...\$2.00....6/01/06...\$3.00 |        |
| Concrete Specialist.....6/01/06 \$0.50                                       |        |
| Lead Abatement.....  | \$1.00 |
| Asbestos Workers.....  | \$1.00 |

**Section 5. TUNNELS IN VERMONT** - The wage rates and conditions for all tunnels in Bennington and Windham Counties shall be the rates and conditions as set forth in Subdivision B of the current Agreement by and between the Labor Relations Division of Construction Industries of Massachusetts, Inc. and Massachusetts Laborers' District Council of the Laborers' International Union of North America.

**Section 6.** The employment of Watchmen shall be at the discretion of the Employer. However, should the Employer employ Watchmen, other than guards furnished by a protective service, it is agreed that such Watchmen shall come under the provisions of this Agreement and that they shall be paid on a straight hourly basis unless job or government regulations make it mandatory to pay them overtime rates after forty (40) hours. The hourly rate shall be paid as follows:

**Section 7.** Forty (40) hours shall constitute a week's work for all laborers; eight (8) hours shall constitute a day's work, from 8:00 a.m. to 12:00 noon, and between 12:30 p.m. and 4:30 p.m., on Monday, Tuesday, Wednesday, Thursday and Friday. Work performed on Sundays and holidays require a permit from the Union. If any work is to be performed on Saturday, the Steward shall be notified. In the event that a particular operation may request permission to deviate from the above hours within the hours of 7:00 a.m. and 5:00 p.m., such permission may be granted by the Business Manager.

**Section 8.** When two (2) or more shifts are worked, they shall continue for at least three (3) consecutive regular workdays unless the Employer is prevented from working such days or any portion thereof because of conditions beyond his control, including weather conditions.

The first shift shall be of eight (8) hours, the second shift shall be of seven and one-half (7½) hours, and the third shift shall be of seven (7) hours and eight (8) hours pay shall be paid for each shift.

When working on Saturdays, the first shift shall work eight (8) hours and receive twelve (12) hours pay at the straight time rate, the second shift shall work seven and one-half (7½) hours and receive twelve (12) hours pay at the straight time rate, and the third shift shall work seven (7) hours and receive twelve (12) hours pay at the straight time rate.

When working on Sundays and holidays, the first shift shall work eight (8) hours and receive sixteen (16) hours pay at the straight time rate and the second and third shifts shall work seven (7) hours each and receive sixteen (16) hours pay at the straight time rate. A shift which begins at or after 12:00 midnight Sunday shall be considered the third shift.

**Section 9.** All time worked before and after the established work day of eight (8) hours, on Monday, Tuesday, Wednesday, Thursday, or Friday, and all time worked on Saturdays, shall be paid for at the rate of time and one-half the straight time rate. All time worked on Sundays and holidays specified in Article IV shall be paid for at the rate of double the straight time rate.

**Section 10.** During the morning and afternoon working hours on each job, at a time specified by the contract work, a coffee or refreshment period, not to exceed five (5) minutes, shall be allowed. One or more laborer employees designated by the job Superintendent or the Laborer Foreman shall obtain the coffee or refreshments, provided it is readily available at the job site for each employee at his own expense.

**Section 11.** In the alteration and repair of stores, industrial and commercial maintenance work, where the work cannot be performed during the regular working hours of 8:00 a.m. to 4:30 p.m., this work shall be done under the wages covered by this Agreement with the shift premium for the first seven (7) hours work, and the regular premium set forth in this Agreement to be paid after the seven (7) hours work. On Saturdays, Sundays and holidays, the premium set forth in this Agreement shall prevail.

**Section 12.** If an employer is paying a higher zone package to Laborer's (excluding Laborer Foremen) on a project, other than the zone package that prevails in that specific zone, the higher zone package will prevail.

## **ARTICLE IV** **HOLIDAYS**

**Section 1.** Employees covered hereunder shall be entitled to observe the following legal holidays enacted by Act of Legislation:

|                               |                         |
|-------------------------------|-------------------------|
| <i>New Year's Day</i>         | <i>Labor Day</i>        |
| <i>Washington's Birthday*</i> | <i>Columbus Day*</i>    |
| <i>Patriot's Day*</i>         | <i>Veterans' Day*</i>   |
| <i>Memorial Day</i>           | <i>Thanksgiving Day</i> |
| <i>Independence Day</i>       | <i>Christmas Day</i>    |

**Section 2.** Employees who work on holidays listed above shall receive the applicable overtime rate as provided in Article III, Section 8 in this Agreement.

**Section 3.** Laborers working on holidays listed with an asterisk (\*) will receive straight time pay if basic Trades, i.e., Carpenters, Bricklayers, etc. are working for straight time pay. No Laborer will be required to work these holidays unless he so chooses.

## **ARTICLE V** **BUSINESS MANAGER-FIELD REPRESENTATIVE** **STEWARDS-FOREMAN**

**Section 1.** The Business Manager or Field Representative of the Union shall be allowed to visit the job during working hours.

**Section 2.** A Steward shall be appointed or furnished on the job or project by the Union Representative of the Local Union which has territorial jurisdiction in the area where the job is located. The Steward shall be allowed a reasonable amount of time to check laborers' dues books and report any violations of the Agreement to the Union. The Steward shall work on the job until the completion of all work covered by the terms of this Agreement performed by the Employer and shall work all overtime performed by the Employer. The Steward shall not be laid off unless he is the last laborer on the job other than the Foreman who has been the Foreman on the job and the Union shall be notified forty-eight (48) hours prior to the layoff, excluding Saturdays, Sundays and holidays.

The Employer shall give the Union at least forty-eight (48) hours written notice excluding Saturdays, Sundays and holidays, before discharging the Steward in all cases; however, no discharge is to take place without a prior conference within the time period specified above.

If either party does not attend the conference, his rights under this Section are waived.

In the event a layoff is to occur, the Steward shall be notified as to the layoff no later than 3:30 p.m. on the date of the layoff.

There shall be no non-working Stewards.

**Section 3.** Laborer Foremen in charge of laborers must be members of the Union in good standing for a period not less than one (1) year and shall be covered by all the terms of this Agreement and shall receive not less than one dollar (\$1.00) per hour, over the basic hourly rate paid to the laborers under their direction.

For the purpose of directing laborers on all operations where seven (7) or more laborers are employed, a Laborer Foreman shall be selected by the Employer. The second Laborer Foreman shall be supplied by the Local Union that has the territorial jurisdiction in the area where the job is located and such additional Laborer Foreman shall be acceptable to the Employer. The third Laborer Foreman shall be selected by the Employer and the fourth by the Local Union, and any additional Foremen will be alternated as provided above.

The Laborer Foremen shall not be compelled to work with the tools and shall devote their attention to the direction of the work involved.

## **ARTICLE VI**

### **BEREAVEMENT**

In the event of a death in the employee's immediate family (father, mother, sister, brother, son, daughter, husband, wife, father-in-law, mother-in-law, grandparents, grandchildren) it is recognized by the parties that the employee may need time off to attend the funeral services. If this day is within the employee's scheduled work day, said employee shall suffer no loss in pay, exclusive of overtime, but not to exceed two (2) days excluding Saturdays and Sundays.

## **ARTICLE VII**

### **REPORTING TIME PAY**

**Section 1.** After a person has been first hired and ordered to report to work at the regular starting time and no work is provided for him on the day that he is so ordered to report, he shall receive reporting time pay equivalent to two (2) hours at the regular straight time hourly rate. If the person has been working regularly, and the Employer has failed to notify him not to report for work before leaving his residence, he shall be entitled to two (2) hours reporting time pay at the regular straight time hourly rate. To be eligible for reporting time pay as provided herein, the employee must remain at the job site and be available for work unless told by the Employer that he may leave.

**Section 2.** Employees shall furnish their Employer with current telephone number or other contact at the start of each job, and advise the Employer of subsequent change or changes in such contact during the course of the job.

**Section 3.** Any employee who reports for work, and for whom work is provided, regardless of the time he works, shall receive the equivalent of not less than four (4) hours pay at the regular straight time hourly rate provided he is available for work throughout such period.

**Section 4.** Any employee who reports for work and who works for more than four (4) hours in any one day shall receive the equivalent of not less than eight (8) hours pay at the regular straight time hourly rate provided that he is available for work until the end of that regular work day.

**Section 5.** It is expressly provided, however, that if the employee leaves the job site without permission of the Employer, or when a person refuses to work or continue to work, or when work stoppages brought about by a third party or parties prevent or make ill-advised, in the opinion of the Employer, the performance or continuance of work, or when weather makes work impractical, payment of reporting time pay for time not actually worked shall not be required.

**Section 6.** Where notification of the men is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact to the Steward shall be sufficient notification to the men, provided the Steward is permitted enough time during working hours to notify the men.

## ARTICLE VIII

### CHECK-OFF AND PAYROLL DEDUCTION

**Section 1.** The Employer agrees to deduct the sum of one dollar and fifty-five cents (\$1.55) per hour for each hour worked from the weekly wages, after taxes, of each employee, provided, such employee has executed voluntary written authorization for such deductions to be allocated as follows:

- a) One dollar and forty-eight cents (\$1.48) shall be used as hourly membership dues to support the Local Unions and the Massachusetts Laborers' District Council.
- b) Seven cents (\$.07) of the amount provided in Section 1 shall be used as a voluntary contribution payable to the Laborers' Political League (LPL) to enable the Massachusetts Laborers' District Council and its affiliated Local Unions to participate more fully in matters affecting the welfare of its members.

**Section 2.** A sample authorization for such deductions is as follows:

### DUES DEDUCTION AUTHORIZATION

To all Employers by whom I am employed during the terms of the present or future Collective Bargaining Agreements either by and between signatory Contractor Associations and the Massachusetts and Northern New England Laborers' District Council of the Laborers' International Union of North America, AFL-CIO and its Affiliates, or by an Employer, not a member of said Associations, which has an individual collective Bargaining Agreement with the Council and its affiliates.

I, \_\_\_\_\_  
(Print Member Name) \_\_\_\_\_  
(Social Security Number) \_\_\_\_\_  
of Local # \_\_\_\_\_ hereby authorize my Employer to deduct from my wages each week one dollar and 55 cents (\$1.55) per hour for each hour worked, or the amount of dues specified in any future collective bargaining agreement covering my employment, all of said amounts constitute what are known as the hourly deductions as part of my membership dues for said week owing by me to the Union. Such deduction shall be made from my earned pay on each regularly-scheduled pay day and shall be remitted to the designated depository at the same time and along with the Health & Welfare, Pension, Legal, Annuity, Training, New England Laborers' Labor-Management Cooperation Trust, New England Laborers' Health & Safety Fund and Massachusetts Laborers' Unified Trust contributions.

This authorization shall become operative upon the effective date of each Collective Bargaining Agreement entered into between my Employer and the Union or upon the date that I execute this card, whichever is sooner. This authorization shall remain in effect during the terms of the current and all future Collective Bargaining Agreements entered into between my Employer and the Union unless it is specifically revoked in writing, bearing the date and my signature, and delivered to the Offices of the Local Union of which I am a member and to the Employer to whom I am currently employed.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## LABORERS' POLITICAL LEAGUE

This is to certify that

\_\_\_\_\_/\_\_\_\_\_  
(Print Member Name) (Social Security Number)  
of Local # \_\_\_\_\_ has made a voluntary contribution of seven cents (\$.07) per hour for each hour worked to the Laborers' Political League (LPL). Foreign nationals may not contribute. I understand that this voluntary payment is not a condition of membership in the union and that the union cannot favor or disadvantage me because of the amount of my contribution or my decision not to contribute. LPL will use the money it receives to make political expenditures and contributions in connection with federal, state and local elections. While specific amounts may be mentioned, these are merely suggestions, and you are free to contribute more or less than the suggestion.

I hereby authorize my Employer to deduct from my wages each week, seven cents (\$.07) per hour for each hour worked as a voluntary contribution to the Laborers' Political League (LPL), which I understand constitutes a separate segregated fund used for the purposes allowed under the Federal Election Campaign Act, 2 U.S.C. Sec. 441(b). Such authorization shall be remitted to the designated depository at the same time and along with the Health & Welfare, Pension, Legal, Annuity, Training, New England Laborers' Labor-Management Cooperation Trust, New England Laborer's Health & Safety Fund and Massachusetts Laborers' Unified Trust contributions.

Any revocation of the above must be in writing, bear the date and my signature, and be delivered to the Offices of the Local Union of which I am a member and to the Employer to whom I am then currently employed.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Any and all contributions to the Laborers' Political League are not deductible as charitable contributions for federal income tax purposes.

**Section 3.** It shall be the sole responsibility of the Union to procure, pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act of 1947, as amended, the signed individual authorization of every employee subject to this Agreement, both present and future. The Union shall indemnify and hold harmless each Employer from any claim arising under this Article including the furnishing of counsel to defend against any such actions.

**Section 4.** Any Employer who fails to file his reports and remit the deductions when the same is due and payable shall be considered in violation of this Agreement and subject to the penalties outlined in Article XVIII.

## ARTICLE IX CONDITIONS OF AGREEMENT

**Section 1.** All wages due under this Agreement shall be paid on the regular pay day designated by the Employer in lawful U.S. currency, or check, once each week during working hours, before 4:00 p.m. Payment shall be made showing employee's name, hours worked, amount earned, social security deduction, withholding tax, Employer's name and address. Any Employer paying wages to an employee by check shall do so during working hours, before 4:00 p.m. on Monday, Tuesday, Wednesday or Thursday. If the regular pay day falls on a holiday that is not worked,

the employee then shall be paid on the day before holiday in question. Also, any Employer paying wages to an employee by check shall notify employees of a bank or other facility at which checks can be cashed, within reasonable proximity to the job site without charge to the employee. The Employer shall withhold not more than three (3) days' pay in any one week. If an employee is discharged or laid off for any reason, his wages shall be paid in full before 3:30 p.m. and he shall receive a full day's pay for that day and he shall also be given a layoff slip if requested by the employee for unemployment insurance at the time of layoff. If payment is not made expressly as provided herein, then the employee who has been terminated shall be paid for all the waiting time until paid; waiting time to be paid at the regular eight (8) hours straight time rate for each day until paid. If any employee quits of his own accord, he shall receive wages for the time he worked on the next regular pay day.

**Section 2.** Rain gear and slipover boots must be provided by the Employer if employees are ordered to work in rain, mud, concrete or snow. Employees cannot be terminated if they are unable to work because they are not furnished rain gear and slipover boots. All tools, boots, hats and rain gear and other implements and equipment other than those customarily furnished by employees, necessary to the performance of any of the work covered by this Agreement, shall be furnished by the Employer and shall remain the property of the Employer and shall be returned to the Employer when not in use or upon leaving its employ. Each employee may be required to sign a receipt for such equipment at the time the employee receives it, and the employee shall be liable for the cost of replacement of any equipment which is lost or otherwise not returned to the Employer.

**Section 3.** *CLOTHES ROOM* - The Employer shall provide a clean, comfortable, heated shed or room, of suitable size for the laborers to change their clothes and partake of their lunch. Such place shall not be used to store tools, equipment or materials.

**Section 4.** *DRINKING WATER* - The Employer shall provide clean drinking water with paper cups to each employee on the construction site, in accordance with applicable Federal and State Laws. The water shall be changed once in the morning and once in the afternoon.

**Section 5.** *TOILETS* - Clean, sanitary toilets shall be provided for the employees' use in accordance with applicable Federal and State Laws.

**Section 6.** *TELEPHONE* - A phone shall be made available on the job site for the employees' use in case of emergency, if telephone service is available.

**Section 7. LOST TIME BECAUSE OF ACCIDENTS** - There shall be no lost time on the day of a minor injury for the employee obliged to receive medical attention and treatment, provided he returns to work within reasonable time on that day. Employees seriously injured on the job who have to obtain medical treatment, shall not be required to work on the day of the injury to receive payment of wages for that day. The injured employee or Steward will notify the Employer on the date of the injury of any injury which occurs on the job and shall furnish the name and address of the physician consulted for medical attention as provided herein. When an employee is seriously injured on the job, the Steward or the Foreman shall be permitted to notify the Union of the injury.

**Section 8. QUITTING, TIME** - Each employee shall be given sufficient time at the end of the day to put away his tools and be at the clothes room or change shack at quitting time.

## **ARTICLE X HEATERS**

When utilizing salamander l.p. gas heaters within the jurisdiction of the Union:

- 1) Each Employer shall assign employees covered by this Agreement to service "salamanders" in accordance with the following schedule:

### **BULK SOURCE**

|            |  |
|------------|--|
| All Shifts | 0-employees regardless of number of units in the System or the size of the System. |
|------------|--|

### **INDIVIDUAL UNITS**

When used under form work or canvas

|                       |  |             |
|-----------------------|--|-------------|
| First Shift           | 0-employees regardless of number of units in the System or the size of the system. |             |
| Second & Third Shifts | 0-6 Units  | 0-employees |
|                       | 7-20 Units   | 1 employee  |
|                       | 21-40 Units  | 2 employees |

Additional employees as required by the Employer.

All Shifts

When used in an enclosed building:  
0-employees regardless of number of units.

"Individual Units" as set forth in the above schedule shall be defined as being fed by tank up to one hundred (100) pounds.

- 2) The laborer, if any, assigned to service the Bulk Source System shall be required to service and hook up the individual units of the system at the beginning of and during its operation including the work of repairing or installing the piping system.
- 3) For the purpose of the work referred to above, Article III, Section 7, of the Agreement pertaining to Shift Work will be applicable for Second and Third Shifts only.
- 4) The Employer at his option may assign the salamander units according to the following schedule:
  - a) If salamander heating units referred to above are to operate for seven (7) or more consecutive days, there shall be four (4) six-hour (6 hour) shifts per day and any employee assigned to this work referred to above shall receive forty-four (44) hours pay at straight time for forty-two (42) hours work. Each such employee shall be assigned to work each day of the seven (or more) day schedule.
  - b) If salamander heating units referred to above are to operate for more than two (2) full days but less than seven (7) full days, then four (4) six (6) hour shifts shall be established and employees so assigned shall be paid eight (8) hours pay for the six (6) hours worked on the shift.

**ARTICLE XI**  
**MASSACHUSETTS LABORERS' HEALTH & WELFARE FUND**

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee, covered by this Agreement to the Massachusetts Laborers' Health & Welfare Fund. Said sum will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll of the preceding calendar month. The said Fund will be administered by a Board of Trustees selected and appointed under the provisions of a Trust Agreement executed by the Union and the Employers. Said Trust Agreement shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States, and the Commonwealth of Massachusetts. The said Fund will be used to purchase accident and sickness disability insurance and hospitalization, medical and surgical benefits, and/or other welfare benefits of a similar nature for the said employees as provided in said Trust Agreement.

The Union reserves the right to remove the employees whose wages, hours and working conditions are as set forth in this Agreement from any job for which the Employer has failed to remit to the aforementioned Health and Welfare Fund monies due to the Fund within the time for payment thereof, as determined by the Board of Trustees acting under the authority of the Agreement and Declaration of Trust under which the Fund operates.

The failure to contribute by the Employer to the said Health and Welfare Fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XVIII herein. The Massachusetts Health and Welfare Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

In the event there is an increase in the contribution rate to the Massachusetts Laborers' Health and Welfare Fund, negotiated by the Massachusetts Laborers' District Council and or any other party having collective bargaining agreements with said Council, during the life of this Agreement, the wage rates would automatically be reduced and the contribution rates shall be increased to reflect the change.

**ARTICLE XII**  
**MASSACHUSETTS LABORERS' PENSION FUND**

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee covered by this Agreement to the Massachusetts Laborers' Pension Fund. Said sums will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The fund will be administered by a Board of Trustees selected under, and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employers. The Plan and Trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the State of Massachusetts. The Trust and Plan at all times shall be a "qualified" Trust and Plan, as defined by Section 401 of the Internal Revenue Code. The Plan and Trust shall be created and administered, subject to modification, change of methods of administration and practices as may be required, to the end at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of the Employers.

The failure to contribute by the Employer to the said Pension Fund as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XVIII herein. The Massachusetts Laborers' Pension Fund Shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

In the event there is an increase in the contribution rate to the Massachusetts Laborers' Pension Fund, negotiated by the Massachusetts Laborers' District Council and or any other party having collective bargaining agreements with said Council, during the life of this Agreement, the wage rates would automatically be reduced and the contribution rates shall be increased to reflect the change.

**ARTICLE XIII**  
**MASSACHUSETTS LABORERS' ANNUITY FUND**

Each Employer agrees to pay for each hour worked by each employee covered by this Agreement to the Massachusetts Laborers' Annuity Fund, the negotiated contribution in each respective zone and any future allocated increase during the term of this agreement (reflected in Addendum A of this Agreement). Said sums

will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. Payment shall be made in one check and on the same form furnished by the Massachusetts Laborers' Benefit Funds. The said Fund will be administered by a board of Trustees selected and appointed under the Agreement and shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States, the Commonwealth of Massachusetts and the State of New Hampshire.

Members of the Association and Employers subscribing to the Trust Agreement when working outside the jurisdiction area of this Agreement in areas where they have no contractual obligation to contribute to an annuity fund shall contribute the same amount in the same manner as set forth above to the "Massachusetts Laborers' Annuity Fund" for each laborer when said laborer is sent and put to work by the Employer from the territorial jurisdiction set forth in Article I.

Failure to contribute to the Fund shall be a violation of this Agreement. The Union and the Employer mutually recognize the requirement that contributions to this Fund be made on a current basis by all Employers who have made one or more contributions to the Fund or have entered into an agreement with the Union requiring such contributions.

The Fund shall be used to provide benefits as determined by the Trustees in accordance with the terms of the Trust. The failure to contribute by the Employer to the said Annuity Fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XVIII herein. The Massachusetts Laborers' Annuity Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

In the event there is an increase in the contribution rate to the Massachusetts Laborers' Annuity Fund, negotiated by the Massachusetts Laborers' District Council and or any other party having collective bargaining agreements with said Council, during the life of this Agreement, the wage rates would automatically be reduced and the contribution rates shall be increased to reflect the change.

**ARTICLE XIV**  
**NEW ENGLAND LABORERS' TRAINING TRUST FUND**

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour worked by each employee covered by the terms of this Agreement, to a Training Fund known as New England Laborers' Training Trust Fund. Said sums will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last completed payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under, and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employer. The Plan and Trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the State of Massachusetts. The Trust and Plan at all times shall be a "qualified" Trust and Plan, as defined by Section 401 of the Internal Revenue Code. The Plan and Trust shall be created and administered, subject to modification, change of methods of administration and practices as may be required, to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of the Employers.

The failure to contribute by the Employer to the said Training Fund as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XVIII herein. The New England Laborers' Training Trust Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

In the event there is an increase in the contribution rate to the Massachusetts Laborers' Training Trust Fund, negotiated by the Massachusetts Laborers' District Council and or any other party having collective bargaining agreements with said Council, during the life of this Agreement, the wage rates would automatically be reduced and the contribution rates shall be increased to reflect the change.

**ARTICLE XV**  
**NEW ENGLAND LABORERS' LABOR-MANAGEMENT COOPERATION**  
**TRUST FUND**

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by an employee covered by this Agreement to the New England Laborers' Labor-Management Cooperation Trust Fund. Said sums will be paid into said Fund not later than the twentieth (20th) day of each and every month for hours worked by said employees up to the end of the last complete payroll of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under, and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Association and certain named Employer Associations. The Plan and Trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and the State of Massachusetts. The Trust and Plan at all times shall be a "qualified" Trust and Plan as defined by Section 401 of the Internal Revenue Code. The Plan and Trust shall be created and administered, subject to modification, change of methods of administration and practices as may be required, to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of the Employers.

The failure to contribute by the Employers to the said Labor-Management Cooperation Trust Fund, as provided herein, for the purpose of the remedy the Union may pursue, is covered in Article XVIII herein. The New England Laborers' Labor-Management Cooperation Trust Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

In the event there is an increase in the contribution rate to the New England Laborers' Labor-Management Cooperation Trust Fund, negotiated by the Massachusetts Laborers' District Council and or any other party having collective bargaining agreements with said Council, the wage rates would automatically be reduced and the contribution rates shall be increased to reflect the change.

**ARTICLE XVI**  
**MASSACHUSETTS LABORERS' LEGAL SERVICES FUND**

Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour for each hour worked by each employee covered by this Agreement to the Massachusetts Laborers' Legal Services Fund. Said contributions will be paid into such Fund not later than the 20th day of each and every month for the hours worked by said employees up to the end of the last completed payroll period of the preceding calendar month. The failure to contribute to this Fund by the Employer as provided herein shall be subject to the provisions of Article XVIII hereof.

It is understood by the parties to this Agreement that the Legal Services Trust and Plan to be established shall: (a) Conform to the requirements of Section 302 of the Labor-Management Relations Act, as amended. (b) The Employer will be able to deduct said contributions as an ordinary and necessary business expense.

There shall be a total of eight (8) Trustees to constitute the Board of Trustees to administer the Fund. Said Trustees to be appointed as follows: Four (4) Trustees shall be appointed by the Union; one (1) Trustee shall be appointed by the Associated General Contractors of Massachusetts, Inc. (AGC); and one (1) Trustee shall be appointed by the Building Trades Employers' Association of Boston and Eastern Mass., Inc. (BTEA); one (1) Trustee shall be appointed by the Labor Relations Division of Construction Industries of Massachusetts, Inc. (CIM); and one (1) Trustee shall be appointed by the Construction Industry Association of Western Massachusetts, Inc. (CIAWM). Representatives on the Board of Trustees shall at all times be equally divided among Union and Associations. The appointing parties shall also have the power to remove their respective Trustees appointed by them and to fill vacancies on the Board of Trustees.

In the event there is an increase in the contribution rate to the Massachusetts Laborers' Legal Services Fund, negotiated by the Massachusetts Laborers' District Council and or any other party having collective bargaining agreements with said Council, during the life of this Agreement, the wage rates would automatically be reduced and the contribution rates shall be increased to reflect the change.

**ARTICLE XVII**  
**NEW ENGLAND LABORERS' HEALTH & SAFETY FUND**

**Section 1.** Each Employer agrees to pay the sum reflected in Appendix A of this Agreement, per hour worked by each employee covered by the terms of this Agreement to the New England Laborers' Health & Safety Fund.

**Section 2.** Said sum shall be paid into the Fund no later than the twentieth (20<sup>th</sup>) day of each and every month for hours worked by said employees up to the end of the last complete payroll period of the preceding calendar month. The Fund will be administered by a Board of Trustees selected under and subject to the provisions of a Trust Agreement and Plan entered into by the Union and the Employers.

**Section 3.** The Plan and Trust shall conform to the Labor-Management Relations Act of 1947, as amended, and all other applicable laws and regulations of the United States and states where this Agreement applied. The Trust and Plan at all times shall be a "qualified" Trust and Plan as defined by Section 401 of the Internal Revenue Code. The Plan and Trust shall be created and administered, subject to modification, change of methods or administration and practices as may be required to the end that at all times contributions by the Employers to the Fund shall be deductible as an ordinary expense of doing business in the computation of Federal Income Tax of Employers.

**Section 4.** The failure to contribute by the Employer to the said Health and Safety Fund, as provided herein, for the purpose of remedy the Union may pursue, is covered in Article XVIII herein. The New England Laborers' Health and Safety Fund shall meet the requirements of all Federal and State laws regarding the same, including the Internal Revenue Service.

**ARTICLE XVIII**  
**DELINQUENT PAYMENTS**

**Section 1.** Employers who are delinquent in their payments to the Health & Welfare, Pension, Legal Services, Annuity, New England Laborers' Labor-Management Cooperation Trust, Training, Unified Trust, and New England Health & Safety Funds shall not have the privilege of employing laborers under the terms of this Agreement if such payments have not been made after written notice, sent by registered mail, return receipt requested, of such delinquency is given by the Union and seventy-two (72) hours have elapsed since such notice. All employees affected by such delinquency to any of the above-mentioned Funds, and who have lost work

as a result thereof, shall be paid their normal wages by the delinquent Employer, until said delinquency is cured and the employees resume their work.

Once an Employer has been adjudged a delinquent by any of the above-mentioned Fund Trustees, he shall, in addition to remitting to the Funds for his past delinquencies, be required to make his current payments on a weekly basis and further furnish a fifty thousand dollar (\$50,000) surety bond to the Trustees of each respective Fund as listed above. All attorney's fees, sheriff's costs, accounting and court costs involved to collect delinquent payments from the delinquent Employer, or to obtain an audit from an Employer who has refused to permit one, must be borne fully by the Employer involved.

**Section 2.** In accordance with Section 5.02(g)(2) of ERISA, as amended, the Trustees do establish the rate of interest to be paid by Employers on delinquent contributions to be ten percent (10%) and further, liquidated damages shall be assessed in an amount of twenty percent (20%) of the amount of the delinquency, or such higher percentage as may be permitted under Federal or State Law, plus reasonable attorney's fees and costs of the action.

**Section 3.** If an audit by the Trustees or their representative determines that an Employer has not correctly reported the hours worked by his Laborers, the Employer, in addition to other remedies provided in the Trust Agreement, shall be liable to the Funds for the cost of auditing his payroll records, interest at the rate stated in Section 2 above from the date when payment was due to the date when payment was made, attorney's fees and liquidated damages in the amount of twenty percent (20%) of the delinquent amount.

**Section 4.** The parties agree that the Trustees of the Delinquency Committee shall have the right to terminate the collective bargaining agreement of any Employer deemed by them to be habitually delinquent.

## **ARTICLE XIX**

### **SEVERAL LIABILITY**

**Section 1.** The obligation of each Employer member of the Association shall be several and not joint. This Agreement shall be binding upon each Employer signatory hereto and its successors and assigns, and no provisions contained or incorporated herein shall be nullified or affected in any manner as a result of any consolidations, sale, transfer, assignment, or any combination or other disposition of the Employer.

**Section 2.** The Massachusetts and Northern New England Laborers' District Council, a party to this Agreement, shall not be held responsible for any unauthorized act committed by any affiliated Local Union or members thereof, unless the said Massachusetts Laborers' District Council has ordered or ratified the same or condoned such act after notice thereof from the Association. The Massachusetts and Northern New England Laborers' District Council agrees that upon the receipt of notice from the Association, of any unauthorized act by the Local Union, it will exercise all of its authority to correct the same and furnish evidence thereof to the Association.

**Section 3.** The obligation of each Local Union, affiliated with the Massachusetts and Northern New England Laborers' District Council, shall be several and not joint.

**Section 4.** The General Contractors' Association of Pittsfield, Massachusetts shall not be responsible for any unauthorized act committed by one of its members unless the Association has ordered, ratified or condoned such act after notifications thereof from the Council. The association agrees that upon the receipt of such notice from the Council of any unauthorized act of a member contractor, it will exercise all of its authority to correct the same and furnish evidence thereof to the Council.

## **ARTICLE XX**

### **PROCEDURE & ADJUSTMENT OF DISPUTES & ARBITRATIONS**

**Section 1.** It is the good faith intention of the parties hereto that, by the execution of this Agreement, industrial peace shall be brought about and that the Union and the Employer shall cooperate to the end that work may be done efficiently and without interruption.

**Section 2.** If any difference of opinion or dispute should arise between the parties as to the interpretation or application of this Agreement, a complaint will be made by the aggrieved party immediately. In each case, the first attempt at settlement shall be made between the Business Manager of the Local Union and the Contractor-Employer or his representative.

**Section 3.** Disputes which cannot be adjusted between the Contractor/Employer and the Local Union within forty-eight (48) hours after they arise shall be referred to the General Contractors' Association of Pittsfield, Massachusetts and the Massachusetts and Northern New England Laborers' District Council of the Laborers' International Union of North America.

**Section 4.** If, within forty-eight (48) hours, no adjustment or settlement is resolved by the procedures of Section 3 above, either party may submit the issue to arbitration.

**Section 5. ARBITRATION PROCEDURE** - Both parties to this Agreement agree to settle all disputes, except as otherwise provided herein, through an Arbitration Board composed of two (2) members of each side. The party submitting the issue to arbitration shall notify the other party at once in writing, and a meeting to consider and to act in the matter shall take place within three (3) days. Work is to be continued during the arbitration. If a tie vote exists, then an umpire shall be chosen by them, to whom the matter in dispute shall be referred, whose decision shall be final and binding on both sides. If an impartial umpire cannot be agreed upon within five (5) days, the Arbitrator shall be appointed by the American Arbitration Association, and the arbitration will be conducted under the voluntary labor arbitration rules of the American Arbitration Association. The arbitrator shall not have the power to amend, add to or alter the provisions of this Agreement, and his decision will be final and binding on both sides. The cost of the arbitration shall be borne equally by both Parties.

**Section 6.** Nothing contained herein shall require the Massachusetts and Northern New England Laborers' District Council to process any Local Union or employee grievance which, in its opinion, would be without merit, and no employee shall have the right to arbitrate the grievance should the Union deem it without merit.

**ARTICLE XXI**  
**NO STRIKE - NO LOCKOUT**

It is agreed that there shall be no lockout by the Employer, nor any strikes or stoppage of work by the Union except for non-payment of wages, including delinquent contributions to the Health and Welfare, Pension, Annuity, New England Laborers' Labor-Management Cooperation Trust, Training, Legal and Health and Safety Funds.

**ARTICLE XXII**  
**MEMORANDUM OF UNDERSTANDING**  
**DRUG ABUSE PREVENTION AND DETECTION**

The parties recognize the problems which drug abuse have created in the construction industry and the need to develop drug abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug free work environment, individual employers may require applicants or employees to undergo drug screening. The parties agree that if a screening program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management:

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.
2. All applicants or newly hired employees will undergo a drug screen at a facility agreed upon by the Employer and the Union. The Employer agrees to pay each applicant or employee who takes and passes the drug screen test for all the time it takes to undergo the drug screen up to a maximum of two (2) hours travel time plus lab time. This paragraph shall not apply to applicants who have worked for the Employer within the prior eighteen (18) months of the date of application for reemployment.
3. Applicants not passing the drug screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug screen.

4. The Employer may require that an employee be tested for drugs where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one of whom shall be a Union employee or representative. This provision shall be applied in a non-discriminatory manner. Supervisors will administer the program in a fair and confidential manner. The results of the test shall not be made known to any person other than the employee and the employee's Supervisor or other authorized Employer's representative. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance
5. An Employer may require that an employee who contributed to an accident be tested for drugs where the Employer has reasonable cause to believe that the accident resulted from drug usage.
6. There will be no random drug testing by the signatory Employer.
7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.
8. A sufficient amount of a sample shall be taken to allow for an initial test and a confirmation test. The initial test will be by Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before final action can be taken against the employee or applicant. The parties recognize that in most cases the Employer will not be aware of any positive results arising from an initial test until after the results of the confirmation test are made known; however, should the employee be suspended based on any initial test results and the confirmation test indicates that the initial test was erroneous and the confirmation test is negative, the employee shall be reinstated with all lost earnings. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Testing standards for both the initial test and confirmation test will be those established by the National Institute of Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

9. Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he or she shall be reinstated.
10. Any dispute which arises under this drug policy shall be submitted to the grievance and arbitration procedure set forth in this Agreement.
11. In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner's drug policy, the Employer will notify the interested unions in writing prior to implementing such policy.
12. The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.
13. This policy will become effective June 1, 1992.

### **ARTICLE XXIII**

#### **ASBESTOS REMOVAL MEMORANDUM**

1. Masks and all other equipment used in the removal of asbestos must meet the requirements of the regulations governing the industry.
2. Employees will be required to observe the regulations when leaving encapsulated areas for any reason.
3. Employer must provide shower facilities with hot water.
4. When necessary, lunch periods will be staggered to allow employees time for clean up.
5. All employees laid off after 5:00 p.m. must be paid by noon of the next day.
6. If a shift ends between 12:00 midnight and 5:00 a.m., consideration must be given to transportation for the employees.
7. Employer will furnish lockers or other means to safeguard the personal belongings of employees.

## **ARTICLE XXIV**

### **CONSTRUCTION MANAGER**

Whenever any signatory contractor performs work as a construction manager, owner/builder, or solicits bids from subcontractors, considers proposals submitted by subcontractors, or coordinates work performed by subcontractors, it shall be deemed a general contractor subject to the terms and conditions of this Agreement. Accordingly, the General Contractors' Association of Pittsfield, Massachusetts shall not be responsible for any unauthorized act committed by one of its members unless the Association has ordered, ratified or condoned such act after notifications thereof from the Council. The Association agrees that upon the receipt of such notice from the Council of any unauthorized act of a member contractor, it will exercise all of its authority to correct the same and furnish evidence thereof to the Council.

## **ARTICLE XXV**

### **TRADE AUTONOMY**

The Employer acknowledges and shall honor the Union's claim of jurisdiction and trade autonomy over the following divisions and subdivisions of the trade:

***Section 1. GENERAL BUILDING AND SITE WORK:*** It is agreed that Laborers' work shall include but not be limited to all work necessary to tend the carpenters, masons and other building trades craftsmen, all cleanup of debris, grounds and buildings; all work in connection with the stripping of forms, other than panel forms which are to be re-used in their original form, and the stripping of forms on all flat arch work; all work in connection with the unloading of office partitions, the unloading of materials that are wrapped or protected by means of paper, corrugated paper, cardboard, wood, polyethylene, or any like materials, and all general laborers' work.; all work in connection with excavation for building and all other construction, including digging of trenches, piers, foundations, holes, caissons and cofferdams. (This does not restrict the laborers from performing other work.); all work in connection with concrete work, chipping and grinding, mixing, handling, shoveling, conveying, pouring, concrete pumps and similar type machines, grout pumps, nozzle-men, vibrating equipment, gunning equipment and otherwise applying concrete, whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work; all work in connection with excavation, grading, preparation, concreting, asphalt and mastic paving, paving ramming, curbing and flagging of other stone materials; all work in connection with

the cutting of holes, digging of trenches, manholes, etc., handling and conveying of all materials for same, concreting of same, and the backfilling, grading and resurfacing of same; all work in connection with the construction of caissons, nonmetallic drains and sewers, metallic drains and sewers, any type of conduit and cribbing, lagging, bracing, sheeting, trench jacking and handling of hand-guided lagging hammers in open trenches and ditches; all work in connection with the shoring, underpinning and razing of all structures; all work in connection with drilling and loading, placing and blasting of all powder and explosives; all work in connection with the slinging, handling and placing of all riprap, rock and stone, retaining walls or wherever used; all work on precasting or prefabrication at the construction project site or at the precast or prefabrication yard specifically established and operated for that one particular construction job and in wrecking yards and wrecking work on construction; all work in connection with the removal and disposal of asbestos or toxic waste; all work on atomic power plants or in the atomic laboratory sections of nuclear facilities, i.e. shielding, deconning, hydro-lasing, wrapping of ladders, planks, etc., erection, maintenance of and removal of all scaffolds to be used by all trades, distribution of ladders, air hoses, installation of temporary fresh air lines, removal of temporary piping, sweeping, cleaning and removal of all debris, bagging and removal of all materials, rewinding of fire hoses, fire watchers for all crafts, distribution of all clothing, washing face masks, and all work in areas such as dressing areas and laundry areas; all work performed in connection with airport operations including escort, radio, flagging and driving functions; and all other work in connection with any of the classifications of work set forth in this Agreement including, but not limited to;

***Section 2. CURB AND SIDEWALK FORMS, GRADING, LANDSCAPING, TRADITIONAL STONE AND BRICK WORK:*** The erection and setting of curb and sidewalk forms, grading and landscaping, as well as the traditional laborers work involved in the setting of stone and brick in connection with paving work shall be the work of the laborer;

***Section 3. SCAFFOLDS:*** The building, erecting, dismantling and maintenance thereof all exterior scaffolds for all trades including, but not limited to, lathers, plasterers, bricklayers, carpenters and masons. Building, planking or installation and removal of all staging, swinging and hanging scaffolds and motorized/mechanical climbing platforms shall be the work of the laborers;

When a masonry subcontractor or general contractor performs the erection and/or dismantling of scaffolding in the furtherance of any masonry work, the erection and/or dismantling of scaffolding, along with all of the masonry work, shall be the

exclusive jurisdiction of the laborer. In the event that the erection and/or dismantling or scaffolding is performed by any other trade, the parties agree that the masonry subcontractor or masonry general contractor shall be considered to be in violation of this Agreement and shall immediately provide the Union with compensation for the laborer or laborers who were denied this work opportunity in an amount equal to that paid to the member or members of the other trade, or management, who wrongly performed the work.

**Section 4. CHIPPING AND CUTTING:** The cutting, chipping, coring and / or grinding of existing structures whether they be concrete, steel, masonry or wood shall be the work of the laborer;

**Section 5. CLEANUP:** The cleaning of all debris for all trades to designated areas or stockpiles on each floor shall be the exclusive work of the laborers. This work shall include wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within the confines of the structure and cleaning of all debris for all trades in the building and construction area. Clean-up work shall be the exclusive work of the laborer even in the case of a Construction Manager who directs and subcontracts all work. In the case of a Construction Manager, each individual subcontractor will utilize laborers directly or indirectly to perform clean-up work. The general clean-up for all trades including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal of loading or burning of all debris including crates, boxes, packaging waste material shall be the work of the laborers. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein shall be the work of the laborers. Clean-up, mopping, washing, waxing and polishing and dusting of all floor areas shall be the work of the laborers;

**Section 6. AIRPORTS:** All work performed in connection with airport operations including escort, radio, flagging and driving functions shall be the work of the laborer. Any construction gate will be manned by a laborer;

**Section 7. WINTER PROTECTION:** The installation, fastening (including, but not limited to cleating), dismantling and adjusting by any means, method or mode of windbreaks, temporary enclosures, insulating blankets or other winter protection devices whether they be canvas, synthetic or other material of any configuration shall be the work of the laborer, with the exception of pre-manufactured buildings;

**Section 8. HEATER OPERATION:** The installation and operation of all temporary heat and ventilation systems, including radiant heat, motorized or not. The installing,

relocating and repairing of the pipe or duct system shall be the work of the Laborer. The installation of individual units of non-bulk systems such as "salamander" and "LP" gas heaters shall be the work of the laborers;

**Section 9. HIGHWAY LANE STRIPING AND PAVEMENT ARROWS AND MARKINGS:** Highway and parking lot striping, pavement arrows and other markings shall be the work of the laborers;

**Section 10. STRIPPING AND DISMANTLING OF CONCRETE FORMS:** The stripping and dismantling of all forms related to flat arch, final strip, bulkheads, and bridge brackets shall be the work of the laborers. This involves the release of forms by any means, method, or mode from the concrete structure and the dismantling of the shoring, staging and other related material supporting the forms including, but not limited to, spanalls, joists, over hanging brackets, and mechanical travelers. All loading, unloading, stockpiling, oiling, cleaning and moving of any forms to their next point of installation is the work of the laborer. Final strip shall be the work of the laborer defined as the breakdown of any form system by any means, method or mode to its integral components for stockpile, storage or removal from the jobsite or to be discarded. Gang forms will be moved, by any means, method or mode to the next point of installation by the laborers. Another trade will then accept the form and set it. All loading, unloading, stockpiling, oiling, cleaning and moving of any forms to their next point of installation shall be the work of the laborers;

**Section 11. TENDERS:** Tending masons, plasterers, carpenters and other building and construction crafts.

Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including forklifts, lulls, bobcats and other similarly related equipment involved in traditional laborers' work, and the tending by any means, method or mode of the erection of concrete form related support systems, form travelers, spandalls, Joists, bridge brackets, vertical and slopped form work;

Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation;

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process;

The aging and curing of concrete (including but not limited to the spraying of water), mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

***Section 12. EXCAVATIONS AND FOUNDATIONS-SITE PREPARATION AND CLEARANCE-TRANSPORTATION AND TRANSMISSION LINES:*** Excavation for building and all other construction, digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals, and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines;

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables. Cathodic protection and mobile lighting plants;

On site preparation and right-of-way for clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off bearers, lumber handlers and all laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences. Clean up of right-of-way, including tying on, signaling, stacking of brush, trees, or other debris, and burning where required. All soil test operations of semi and unskilled labor, such as filling of sand bags, handling of timber and loading and unloading of same.

***Section 13. CONCRETE BITUMINOUS CONCRETE AND AGGREGATES:***

- (a) Concrete, bituminous concrete, or aggregate for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring,

vibrating, gunniting and otherwise placing concrete or aggregate whether done by hand or any other process. Wrecking, stripping, dismantling, and handling concrete forms and false work. Building of centers for fire-proofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and a strike-off of concrete or aggregates by floating, rodding or screening, by hand or mechanical means prior to finishing. Where pre-stressed or pre-cast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections.

- (b) All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water; The filling and patching of voids, crevices, etc. to correct defects in concrete caused by leakage, bulging, sagging, etc.;
- (c) The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used.
- (d) All work on interior concrete columns, foundations for engine and machinery beds.
- (e) The cutting, grooving or coring of all types of concrete, including bituminous concrete, shall be the work of the laborers; the coring of concrete for multiple use openings or openings which require structural modification shall be the work of the laborer.

The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, on all semi and unskilled work connected therewith.

**Section 14. STREETS. WAYS AND BRIDGES;** Work in the excavation, preparation, concreting, asphalt bituminous concrete and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking area, airports, approaches and other similar installations. Preparation, construction, and maintenance of roadbeds and sub-grade material, ramming or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing mats or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screening for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip-rap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

**Section 15. TRENCHES. MANHOLES. HANDLING AND DISTRIBUTION OF PIPE. ETC.:** Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials, concreting, backfilling, grading, and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Back filling and compacting of all ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping, the erection and dismantling of duct bank shall be the work of the laborer.

**Section 16. SHAFTS AND TUNNELS. SUBWAYS AND SEWERS;** Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels, or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering or retimbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-creting or gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footage and foundations for bridges, overpasses, underpasses, aqueducts, etc. and their approaches. All concrete work as described above and addition, hooking on, signaling and dumping of concrete for treme work over water on caissons, pilings, abutements, etc. Excavation grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system;

**Section 17. COMPRESSED AIR;** In compressed air all work underground or in compression chambers, including tending of the outer aid lock. All work in compressed air construction, including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators, form men, concrete blower operators, cement (insert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skinners track layers, dumpmen, diamond drillers, timbermen and retimbermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jetgunmen, gunnite nozzlemen, gunmen, reboundmen and all other work connected therewith;

**Section 18. SEWERS, DRAINS. CULVERTS AND MULTIPLATE;** Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing; breaking of concrete backfilling, tampling, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or wide sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and

all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer work to be done under proper supervision. (Referee Hutcheson's decision.) Laying, leveling and making of the joint of all multi-purpose pipe or multi-cell conduit. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method, and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

**Section 19. UNDERPINNING. LAGGING. BRACING PROPPING AND SHORING:** Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structures by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Cleanup and backfilling and landscaping old and new site;

**Section 20. DRILLING AND BLASTING:** All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, and road guarding;

**Section 21. SIGNAL MEN:** Signal men on all construction work defined herein, including traffic control signal men at construction sites;

**Section 22. GENERAL EXCAVATION AND GRADING:** The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.;

**Section 23. FACTORIES:** All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw materials unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessel cleaners and/or dryers; washing or

cleaning laboratory glassware, stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, restrooms and furniture;

**Section 24 GENERAL:** Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers, and water lines and all maintenance work and work of an unskilled and semi-skilled nature, including laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, and safety men, toolroom men, park, sports arena and all recreational center employees, utilities employees, horticultural and agricultural workers, garbage and debris handlers and cleaners;

**Section 25 PITS. YARDS QUARRIES. ETC.:** All drillers, blasters and/or powdermen, nippers, signal men, laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable batching plants;

**Section 26 WRECKING:** The wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All cleanup, removal of debris, burning, backfilling, and landscaping of the site of wrecked structure;

**Section 27 RAILROAD TRACK WORK:** Right-of-way clearance as described above, excavation, grading, sub-grading, blasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation;

All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, show flies, sidings, gradings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences. Stripping of all concrete forms is the work of the laborer, regardless of type;

**Section 28. STUDIO UTILITY EMPLOYEES:** All such work as herein described as may be pertinent to and part of the operation of Motion Pictures and other related types of studios;

**Section 29. USE OF TOOLS AND EQUIPMENT OPERATIONS:** Operation of all hand, pneumatic, electric motor; combustion or air-driven tools or equipment necessary for the performance of work described herein including, but not limited to, the traditional laborers work involved in the operation and maintenance of such tools of the trade as forklifts, lulls, bobcats, pumps and other similarly related equipment; this includes the interior and exterior of building.

**Section 30. FIRE WATCH:** In the event a fire watch is required, it should be assigned to the laborer;

**Section 31. CONCRETE SPECIALIST** All Laborers' Concrete Specialist work including but not limited to all types of maintenance and utility concrete work, as well as dry packing and prefabricated and pre-stresses concrete construction on the job site and the shop, such as sidewalks, all walls not limited to concrete, columns, steps, floors, floor slab beams, joists, also screeding, finishing and rubbing, grouting, pointing and patching of the same will fall under the jurisdiction of this agreement. Laborers' concrete special's work shall include machine grinding and the preparation of sub floor surfaces.

Laborers' Concrete Specialists claim waterproofing, including but not limited to Thoroscal, Ironite Plasteweld and similar product not dependant on the type of base the above mentioned products are applied to. Bituminous applied damproofing with method of applications not limited to trowel on or applied with a heavy roller. The specified jurisdiction shall also include rubbing or grinding if done by machine or carborundum stone, patching brushing, chipping and brush hammering, cutting of nails, wires, wall tiles etc., of all concrete construction.

The Laborers' Concrete Specialist shall have jurisdiction over all specialist activity not limited to the above mentioned examples. The above mentioned jurisdiction will fall under the Laborers' Concrete Specialist rate. All other work contained in this agreement shall be paid at the agreed upon Laborers' rate.

**Section 31. MISCELLANEOUS:** All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired, including all such work and jurisdiction as

declared by actions of the Executive Council or conventions of the American Federation of Labor.

**ARTICLE XXVI**  
**APPRENTICE PROGRAM**

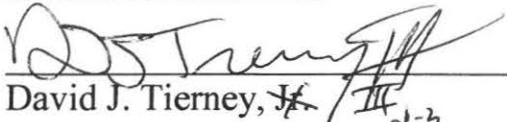
See Apprentice Standards for Construction Craft Laborers D.O.T. #869.463-580.

**ARTICLE XXVII**  
**TERMINATION OF THE AGREEMENT**


This Agreement will expire on May 31, 2017, but if neither party to this Agreement gives notice in writing sixty (60) days prior to the expiration date to the other party on or before March 31, 2017, that it desires a change after May 31, 2017, then this Agreement will continue in effect until May 31, 2017, and so on each year thereafter unless on or before the sixty (60) days prior to May 31 of any year thereafter, a notice is given by either party that it desires to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives on this 1st day of June, 2015, in Pittsfield, Massachusetts.


**GENERAL CONTRACTORS' ASSOCIATION OF PITTSFIELD,  
MASSACHUSETTS**

  
\_\_\_\_\_  
David J. Tierney, Jr.  
Date: \_\_\_\_\_

**MASSACHUSETTS AND NORTHERN NEW ENGLAND LABORERS'  
DISTRICT COUNCIL** of the Laborers' International Union of North America

  
\_\_\_\_\_  
Joseph Bonfiglio, Business Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Ronald Holmes, Business Manager, Laborers' Local 473

Date:  March 30, 2015

## **SCHEDULE I**

The General Contractors' Association of Pittsfield, Massachusetts; Members who have authorized the General Contractors' Association of Pittsfield, Massachusetts to represent them in Collective Bargaining with the Massachusetts and Northern New England Laborers' District Council in behalf of Local Union 473, Pittsfield, Massachusetts of the Laborers' International Union of North America as of June 1, 2010.

Champlain Masonry  
8 Federico Drive  
Pittsfield MA 01201  
Tel. No. 413-447-7807

David J. Tierney, Jr. Inc.  
169 Gale Avenue  
Pittsfield MA 01201  
Tel. No. 413-499-1410

Renau Construction  
561 Dalton Ave  
Pittsfield MA 01201  
Tel. No. 413-443-0735

C & S Company  
1591 East Street  
Pittsfield MA 01201  
Tel. No. 413-442-0974

# APPENDIX A WAGE RATES AND CLASSIFICATIONS

## Building & Site Construction Agreement Wage and Benefit Package Local Union 473

### INCREASES AND ALLOCATIONS ARE IN BOLD PRINT

*\*Dues and LPL are Deducted from Wages*

*\*\*Information will be posted at [www.Masslaborers.org](http://www.Masslaborers.org) when allocated*

#### BERKSHIRE COUNTY

FRANKLIN COUNTY (the towns of Ashfield, Buckland, Charlemont, Hawley, Heath, and Rowe only)

HAMPSHIRE COUNTY (The towns of Chesterfield, Cummington, Goshen, Middlefield, Plainfield,  
and Worthington only)

|                   | 6/1/2012     | 12/1/2012      | 6/1/2013     | 12/1/2013    | 6/1/2014       | 12/1/2014    | 6/1/2015     | 12/1/2015    | 6/1/2016     | 12/1/2016    |
|-------------------|--------------|----------------|--------------|--------------|----------------|--------------|--------------|--------------|--------------|--------------|
| <b>**INCREASE</b> | <b>1.00</b>  | <b>0.25</b>    | <b>0.75</b>  | <b>0.65</b>  | <b>0.75</b>    | <b>0.75</b>  | <b>0.75</b>  | <b>0.75</b>  | <b>0.75</b>  | <b>0.75</b>  |
| Wages             | <b>22.75</b> | <b>22.80</b>   | <b>23.00</b> | <b>23.20</b> | <b>23.75</b>   | <b>24.00</b> |              |              |              |              |
| H & W             | 7.10         | 7.10           | 7.10         | <b>7.30</b>  | 7.30           | 7.30         |              |              |              |              |
| Pension           | 7.05         | 7.05           | 7.05         | <b>7.30</b>  | 7.30           | 7.30         |              |              |              |              |
| Annuity           | <b>1.15</b>  | <b>1.35</b>    | <b>1.90</b>  | 1.90         | <b>2.10</b>    | <b>2.60</b>  |              |              |              |              |
| Nell-MCT          | 0.15         | 0.15           | 0.15         | 0.15         | 0.15           | 0.15         |              |              |              |              |
| Training          | 0.70         | 0.70           | 0.70         | 0.70         | 0.70           | 0.70         |              |              |              |              |
| Legal             | 0.05         | 0.05           | 0.05         | 0.05         | 0.05           | 0.05         |              |              |              |              |
| H & Safety        | 0.05         | 0.05           | 0.05         | 0.05         | 0.05           | 0.05         |              |              |              |              |
| Total             | <b>39.00</b> | <b>39.25</b>   | <b>40.00</b> | <b>40.65</b> | <b>41.40</b>   | <b>42.15</b> | <b>42.90</b> | <b>43.65</b> | <b>44.40</b> | <b>45.15</b> |
| <b>*Dues</b>      | (-1.18)      | (-1.18)        | (-1.18)      | (-1.18)      | <b>(-1.48)</b> | (-1.48)      | (-1.48)      | (-1.48)      | (-1.48)      | (-1.48)      |
| <b>*LPL</b>       | (-0.02)      | <b>(-0.07)</b> | (-0.07)      | (-0.07)      | (-0.07)        | (-0.07)      | (-0.07)      | (-0.07)      | (-0.07)      | (-0.07)      |

#### BENNINGTON & WINDHAM COUNTIES (State of Vermont only)

|                   | 6/1/2012     | 12/1/2012      | 6/1/2013     | 12/1/2013    | 6/1/2014       | 12/1/2014    | 6/1/2015 | 12/1/2015 | 6/1/2016 | 12/1/2016 |
|-------------------|--------------|----------------|--------------|--------------|----------------|--------------|----------|-----------|----------|-----------|
| <b>**INCREASE</b> | <b>1.00</b>  | <b>0.25</b>    | <b>0.75</b>  | <b>0.65</b>  | <b>0.75</b>    | <b>0.75</b>  | 0.00     | 0.00      | 0.00     | 0.00      |
| Wages             | <b>19.30</b> | <b>19.35</b>   | <b>19.55</b> | <b>19.75</b> | <b>20.30</b>   | <b>20.55</b> | 20.55    | 20.55     | 20.55    | 20.55     |
| H & W             | 7.10         | 7.10           | 7.10         | <b>7.30</b>  | <b>7.30</b>    | 7.30         | 7.30     | 7.30      | 7.30     | 7.30      |
| Pension           | 7.05         | 7.05           | 7.05         | <b>7.30</b>  | <b>7.30</b>    | 7.30         | 7.30     | 7.30      | 7.30     | 7.30      |
| Annuity           | <b>1.15</b>  | <b>1.35</b>    | <b>1.90</b>  | 1.90         | <b>2.10</b>    | <b>2.60</b>  | 2.60     | 2.60      | 2.60     | 2.60      |
| Nell-MCT          | 0.15         | 0.15           | 0.15         | 0.15         | 0.15           | 0.15         | 0.15     | 0.15      | 0.15     | 0.15      |
| Training          | 0.70         | 0.70           | 0.70         | 0.70         | 0.70           | 0.70         | 0.70     | 0.70      | 0.70     | 0.70      |
| Legal             | 0.05         | 0.05           | 0.05         | 0.05         | 0.05           | 0.05         | 0.05     | 0.05      | 0.05     | 0.05      |
| H & Safety        | 0.05         | 0.05           | 0.05         | 0.05         | 0.05           | 0.05         | 0.05     | 0.05      | 0.05     | 0.05      |
| Total             | <b>35.55</b> | <b>35.80</b>   | <b>36.55</b> | <b>37.20</b> | <b>37.95</b>   | <b>38.70</b> | 38.70    | 38.70     | 38.70    | 38.70     |
| <b>*Dues</b>      | (-1.18)      | (-1.18)        | (-1.18)      | (-1.18)      | <b>(-1.48)</b> | (-1.48)      | (-1.48)  | (-1.48)   | (-1.48)  | (-1.48)   |
| <b>*LPL</b>       | (-0.02)      | <b>(-0.07)</b> | (-0.07)      | (-0.07)      | (-0.07)        | (-0.07)      | (-0.07)  | (-0.07)   | (-0.07)  | (-0.07)   |

